

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 06/01/2021

Contract/Lease Control #: C18-2705-WS

Procurement#: ITB WS 38-18

Contract/Lease Type: CONTRACT

Award To/Lessee: GREENSOUTH SOLUTIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/21/2018

Expiration Date: 06/20/2022 W/1 1 YR RENEWAL

Description of: WATER & SEWER BIOSOLIDS REMOVAL AND TRANSPORTATION

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CONTRACT/LEASE RENEWAL FORM

Date: 05/20/2021
 Company: GreenSouth Solutions
 Attn: Cole Dunn
 Address: P.O. Box 325
 City, St, Zip: Florala, AL, 36442
 RE: Contract # C18-2705-WS Renewal

CONTRACT#: C18-2705-WS
 GREENSOUTH SOLUTIONS, LLC
 WATER & SEWER BIOSOLIDS REMOVAL
 AND TRANSPORTATION
 EXPIRES: 06/20/2022 W/1 1 YR RENEWAL

Dear Cole Dunn

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2705-WS for an additional term. The contract renewal period will be 10/01/2021 to 09/30/2022. The annual budgeted amount for this contract is \$80,000.00. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director **Jeff Littrell**
 Signature: _____

Digitally signed by Jeff Littrell
 DN: cn=Jeff Littrell, ou=Okaloosa County, email=jlittrell@okaloosacounty.com, c=US
 Date: 2021.05.18 11:59:05-0500

Contractor: Greensouth Solutions, LLC

Date: 05/18/2021

Approved By: John Hofstad
 (as prescribed below on item 1)

Digitally signed by John Hofstad
 Date: 2021.05.01 11:15:49 -0500

Approved By: [Signature]

Date: _____

Approved By: _____
 (as prescribed below on item 1)

Title: President

Date: _____

Date: 5/20/21

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-21-2018

Contract/Lease Control #: C18-2705-WS

Procurement#: ITB WS 38-18

Contract/Lease Type: CONTRACT

Award To/Lessee: GREENSOUTH SOLUTIONS, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2018

Expiration Date: 09/30/2021 W/2 1 YR RENEWAL

Description of Contract/Lease: WATER & SEWER BIOSOLIDS REMOVAL & TRANSPORATION

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITRELLMYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

C18-2705-WS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanbuck, Inc. P.O. Box 311650 Enterprise, AL 36331	CONTACT NAME: John M. Buck	PHONE (A/C, No, Ext): 334-347-1977	FAX (A/C, No): 334-347-1664
	E-MAIL ADDRESS: j buck@sanbuck.com		
INSURED Greensouth Solutions, LLC Cole Dunn 30851 Smyrna Road Floral, AL 36442	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Rockhill Insurance	
	INSURER B:	Continental Western	10804
	INSURER C:	The Sheffield Fund/NY Marine & Gen. Ins. Co.	
	INSURER D:	Rockhill Insurance	
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollu <input checked="" type="checkbox"/> Transportation Poll GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	EV20182648-01	08/20/2018	08/20/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Pollution \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Brd Form P		CAA4284250	09/21/2018	09/21/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOL410021400	09/21/2018	09/21/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	600-2019-19705/00010360	01/01/2019	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O Professional		EV20182648-01	08/20/2018	08/20/2019	AGG 1,000,000 Each occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Okaloosa County is additional insured with respect to general liability, as required by written contract.

Workers Compensation - Florida - complete policy # WC201900010360

CONTRACT#: C18-2705-WS
GREENSOUTH SOLUTION,
WATER & SEWER BIOSOLID REMOVAL
& TRANSPORTATION
EXPIRES: 09/30/2021 W/ 1 YR RENEWAL

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE HOLDER

Okaloosa County
5479A Old Bethel Road
Crestview FL 32536



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Sanbuck, Inc. P.O. Box 311650 Enterprise, AL 36331	CONTACT NAME: John M. Buck	FAX (A/C No.): 334-347-1664	
	PHONE (A/C No. Ext): 334-347-1977	E-MAIL ADDRESS: jlbuck@sanbuck.com	
INSURED Greensouth Solutions, LLC Cole Dunn 30851 Smyrna Road Florida, AL 36442	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Rockhill Insurance		
	INSURER B: Continental Western		10804
	INSURER C: The Sheffield Fund/NY Marine & Gen. Ins. Co.		
	INSURER D: Rockhill Insurance		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

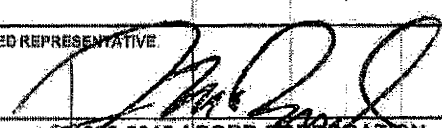
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURERS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Poli <input checked="" type="checkbox"/> Transportation Poli. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ENVP004634-05	8/20/2017	08/20/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Pollution \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Brd Form P		CAA4284250	09/21/2017	09/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		FF02100300	09/21/2017	09/21/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M <input type="checkbox"/> N/A	600-2018-19705/00010360	01/01/2018	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O Professional		ENVP004634-05	08/20/2017	08/20/2018	AGG 1,000,000 Each occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be)

Workers Compensation - Florida - complete policy # WC201600010360

Contract # C18-2705-WS
 GREENSOUTH SOLUTIONS, LLC
 WATER & SEWER BIOSOLIDS REMOVAL & STORAGE
 EXPIRES: 06/20/2021 W/ 1 YR RENEWALS

CERTIFICATE HOLDER Okaloosa County Board of County Commissioners 5479 Old Bethel Road Crestview, FL 32536	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Board of County Commissioners Purchasing Department

State of Florida

Date: May 25, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB WS 38-18
Water & Sewer Biosolids Removal & Transportation

The Water and Sewer Department would like to thank all businesses which submitted responses to:
Water & Sewer Biosolids Removal & Transportation (ITB WS 38-18)

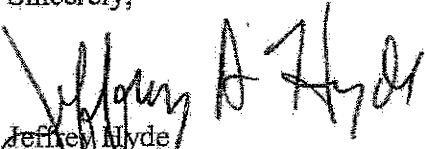
After in-depth examination of all submittals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

GreenSouth Solutions, LLC
P.O. Box 325
Floral, AL 36442

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,


Jeffrey Hyde
Purchasing Manager

[Log In](#)
[Forgot Username?](#) [Forgot Password?](#) [Create an Account](#)

ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements coming in June.

Search Results

Quick Search Results

Your search returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To [print your complete search results, you can download the PDF and print it.](#)

Entity	Greensouth Solutions, LLC	Status: Active	
DUNS: 012738065	CAGE Code: 7ALV2	View Details	
Has Active Exclusion?: No	DoDAAC:		
Expiration Date: 08/31/2018	Debt Subject to Offset?: No		
Purpose of Registration: All Awards			



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.13.20180427-1347
 WWW3

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ITB PS 38-18 Tracking Number: 3017-18
Procurement/Contractor/Lessee Name: Green South Solutions Grant Funded: YES ___ NO X
Purpose: Contract renewal
Date/Term: 3yrs 2 1yr renewals 1. GREATER THAN \$100,000
Amount: 80,000 annually 2. GREATER THAN \$50,000
Department: WS 3. \$50,000 OR LESS
Dept. Monitor Name: Littell

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 5-25-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: no federal funds

Grants Coordinator Date: _____

Risk Management Review

Approved as written: with updated Ins. Reg's attached updated 5-29-18
Krystal King Date: 5-29-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached

County Attorney Date: 6-6-18
Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, June 06, 2018 6:03 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: GreenSouth Contract-ITB WS 38-18

This is approved for legal purposes, nice job!

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Friday, May 25, 2018 12:05 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: GreenSouth Contract-ITB WS 38-18

Please review the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CONTRACT
For ITB WS 38-18
Water & Sewer Biosolids Removal & Transportation

This Contract executed and entered into this 21st day of June, 2018, between Okaloosa County, Florida, (hereinafter the "County"), whose principal address is 1250 N. Eglin Parkway, Shalimar, Florida 32579, and GreenSouth Solutions, LLC. (hereinafter the "Contractor"), a Foreign Limited Liability Company, whose principal address is 15429 US Hwy 331 Business, Freeport, FL 32439, states as follows:

WITNESSETH:

WHEREAS, the County through an Invitation to Bids has solicited for **Water & Sewer Biosolids Removal and Transportation**; and

WHEREAS, after due review of all bids, GreenSouth Solutions, LLC has been selected for the **Water & Sewer Biosolids Removal and Transportation**; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment as stated in Exhibit "B" "attached hereto; and

WHEREAS, the County desires the services of the Contractor and the Contractor is willing and able to perform all services in accordance with this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Invitation to Bid & Respondent's Acknowledgment/Contractor's Submittal, **ITB WS 38-18, Water & Sewer Biosolids Removal and Transportation** date of opening April 25, 2018 and any addendums thereto.
2. Exhibit "B", Federal Regulations, attached hereto and made a part of the contract.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

II. Scope of Work

The Contractor will provide Laboratory Services for Water and Waste Water Testing, as further outlined in the attached Exhibit "A". Any changes to the Contract shall be by a contract amendment, which must be agreed to in writing and fully executed by both parties.

Prior to providing any services pursuant to this agreement, Contractor shall provide the County copies of all current FDEP permits for each RMF to be utilized by Contractor for disposing or receiving of biosolids generated by the County. Contractor shall require any RMF receiving biosolids produced by the County to enter into an agreement with the County as provided for in Section 62-640.880 F.A.C. and to provide the County with an acknowledgement that such RMF has sufficient permitted capacity to receive the biosolids and it agrees to operate its RMF in accordance with its permits and all applicable laws.

III. Payment

The Contractor will be paid for the services provided in accordance with the terms and conditions of this contract and attached Exhibit "A" (Bid Sheet).

IV. Invoice Requirements

The Contractor shall request payment through submission of a properly completed invoice. County shall make payments within thirty (30) days of invoice date.

In the event a portion of an invoice submitted to the County for payment to the Contractor, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

V. Duration of Contract and Termination of the Contract

The Contract will be effective beginning October 1, 2018 and will run for three (3) years with the option for two (2) one (1) year renewals upon written agreement by both parties.

The County may terminate the Contract with or without cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

VI. Remedies

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in Okaloosa County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

VII. Intent of Contract Documents

It is the intent of the Contract Documents to describe a functionally complete project to be performed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

VIII. Investigation

Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

VIX. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Jeff Littrell, Department Director
1804 Lewis Turner Blvd. Suite 300
Fort Walton Beach, Florida, 32547
Phone: 850-651-7171
Email: jlittrell@co.okaloosa.fl.us

The authorized representative for GreenSouth Solutions, Inc. shall be:

Cole E. Dunn-Vice President
P.O. Box 325
Floral, AL 36442
Phone: 334-858-2622
Fax: 334-858-2722
Email: cole@greensouthsolutions.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@co.okaloosa.fl.us

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

X. Governing Law & Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Okaloosa County, Florida.

XI. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

XIII. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions,

and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

XIV. Assignment

Contractor shall not assign this Contract or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Contract or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

XV. Entire Contract & Waivers

This Contract and all exhibits as incorporated herein, contain the entire contract between the parties and supersedes all prior oral or written contracts. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Contract can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

XVI. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XVII. Independent Contractor

Contractor enters into this Contract as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

XVIII. Third Party Beneficiaries

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

XVIX. Indemnification and Hold Harmless

Contractor agrees to hold harmless, indemnify, and defend or, at the option of the County, pay the cost of defense, the County and its representative from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Contract or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of the County.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

XX. Representation of Authority to Contractor/Signatory

The individual signing this Contract on behalf of GreenSouth Solutions, LLC represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract. The signatory represents and warrants to the County that the execution and delivery of this Contract and the performance of GreenSouth Solutions, LLC obligations hereunder have been duly authorized and that the Contract is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

XXI. Subcontracting

Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XXII. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability

- 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)
3. Commercial General Liability	\$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations.
4. Personal and Advertising Injury	\$1M each occurrence
5. Environmental Impairment Liability (to include Handling, transportation & disposal)	\$5M each claim

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence,

recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

XXIII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

XXIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

XXV. Federal Regulations

The contractor agrees to comply with all federal, state and local laws, rules and regulations, including but not limited to, those set forth in Exhibit "B", which is expressly incorporated herein as a part of this contract.

XXVI. Cost Adjustments

Prices quoted shall be firm for the initial contract term of three years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

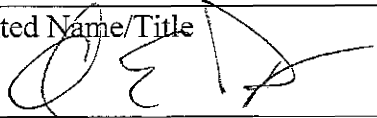
Any requested adjustment shall be fully documented and submitted to the County at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature.


GREENSOUTH SOLUTIONS, LLC

Cole E. Dunn, Vice President
Printed Name/Title


Signature

June 11, 2018
Date:

OKALOOSA COUNTY, FLORIDA


Graham W. Fountain, Chairman

Date: 06 / 21 / 2018

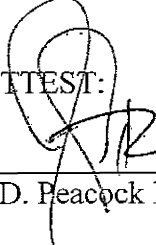
ATTEST:

J.D. Peacock II, Clerk



Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the

Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The *contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar

days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



EXHIBIT "A"

INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:

**Water & Sewer Biosolids Removal
& Transportation**

ITB NUMBER:

ITB WS 38-18

LAST DAY FOR QUESTIONS:

April 27, 2018 3:00 P.M. cst

ITB OPENING DATE & TIME:

May 16, 2018 3:00 P.M. cst

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "ITB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "ITB Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME GreenSouth Solutions, LLC
MAILING ADDRESS PO Box 325
Floral, AL 36442
CITY, STATE, ZIP
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 27-5141163
TELEPHONE NUMBER: 334-858-2622 EXT: _____ FAX: 334-858-2722
EMAIL: cole@greensouthsolutions.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME Cole E. Dunn
TITLE: Vice President DATE 05/15/18

NOTICE TO RESPONDENTS

ITB WS 38-18

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) May 16th, 2018**, for the **Water & Sewer Biosolids Removal and Transportation**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp>

At **3:00 p.m. (CST), May 16th, 2018**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**Water & Sewer Biosolids Removal and Transportation**" The County will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

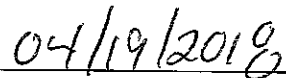
All bids should be addressed as follows:

Water & Sewer Biosolids Removal and Transportation

Clerk of Circuit Court
Attn: BCC Records
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536



Jeffrey Hyde
Purchasing Manager



Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Graham W. Fountain
Chairman

BID REQUIREMENTS

BID #: ITB WS 38-18

BID ITEM: BIOSOLIDS REMOVAL & TRANSPORTATION
SCOPE OF WORK:

The purpose of this ITB is to seek with a qualified contractor to remove/transport and dispose of biosolids from the Okaloosa County Arbennie Pritchett Water Reclamation Facility (APWRF) located at 250 Roberts Rd., Ft. Walton Beach FL.

Okaloosa County requests that interested bidders submit two (2) separate prices (see attached pricing sheet). We are asking for; (a) pricing whereby the contractor provides all transportation and disposal, and/or (b) pricing whereby the County provides transportation and the contractor provides a disposal site in Florida and Alabama.

The main objective of the project is to remove, transport, stabilize, and/or disposal to beneficial reuse of wastewater biosolids from the APWRF Plant, to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FDEP) regulations. The County, with this ITB, is attempting to focus on sustainability option requirements for biosolids removal and disposal. The Contractor shall be prepared to provide transport to any FDEP permitted Residuals Management Facility (RMF) which generates a Class A or Class AA material for use in land application, biofuel production, or other approved beneficial reuse of the biosolids product. Additionally, the material will be disposed of in a manner that complies with all appropriate federal, state and local regulations. The selected Contractor will be fully responsible for the treatment and final disposal of all materials in compliance with all applicable laws and regulations.

If transportation is included, the Contractor agrees to abide by the following:

- a. General requirements for vehicles hauling dewatered raw waste-activated biosolids are that the trailers have watertight bodies and that they be properly equipped and fitted with seals and covers to prevent spillage or drainage. Trucks shall be properly maintained and operated to assure the safe transport from APWRF to the treatment/disposal site. It shall be the Contractor responsibility to ensure that the Contractor's equipment is compatible with the County's loading area and loading equipment.
- b. The Contractor shall provide the tractors, tankers, trailers, drivers and other equipment and personnel necessary to meet the removal and disposal requirements of the County and FDEP on a daily basis. Contractor's trailers must have any required hauling permits, stickers, decals as required by the FDOT.
- c. The Contractor shall provide necessary resources including personnel to reorient or position trailers in the County's designated loading area(s) so that necessary loading can be accomplished on a continual basis.
- d. The daily truck loading process shall be continuous without interruption.
- e. The Contractor's vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids or biosolids material on the roadways or the generation of objectionable odors. This shall include, but not be limited to, external surfaces, wheels and undercarriages.
- f. All vehicles shall be cleaned at locations other than APWRF. County reserves the right to reject any vehicle that in the sole judgment of the County is deemed unsuitable, at which time Contractor shall provide a backup vehicle at no cost to the County.

- g. All haul routes shall be determined in accordance with all applicable state and local laws. The Contractor and their designees shall, strictly adhere to said laws. These haul routes must be submitted with the permits at the time of contract execution. Once approved by the County, the haul routes must be strictly adhered to. Any deviations must be reviewed and approved by the County.
- h. Any violation of weight regulations or traffic laws shall be the sole responsibility of the Contractor, who shall hold the County harmless from any penalty or sanction, civil or criminal, imposed by reason of any violation of weight or traffic laws.
- i. Should a mechanical breakdown occur enroute to the disposal site, the Contractor shall immediately dispatch a tow truck or a repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the responsibility of the contractor and carried out at their expense.

The Contractor shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

- Source Facility
- Date and Time Shipped
- Amount of Residuals Shipped
- Degree of Treatment (if applicable)
- Name and ID Number of Residuals Management Facility or Treatment Facility
- Residuals Management Facility or Treatment Facility
- Date and Time Received
- Amount of Residuals Received
- Name and ID Number of Source Facility
- Signature of Hauler
- Signature of Responsible Party at Residuals Management Facility or Treatment Facility
- Signature of Responsible Party at Source Facility
- Signature of Hauler and Name of Hauling Company

These records shall be kept for five years and shall be made available for inspection upon request by the County. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility.

A. CONDITIONS

- 1. Contractor must comply with all local, state and federal regulations in regards to transportation and disposal of waste biosolids.
- 2. Contractor must comply with all applicable FDEP rules and regulations.
- 3. Contractor will obtain all necessary permits.
- 4. If the contract includes transportation, the contractor will provide service 365 days a year.
- 5. If the contract calls for the County to provide transportation, the contractor will provide access to the disposal site 365 days a year.

6. Pricing will be per cubic yard.
7. There will be no minimum charge.
8. All transportation vehicles will be measured and certified as to capacity prior to hauling. The County reserves the right to conform capacity at any time.
9. Any change to the disposal site to include relocation accessibility, etc. **must** be approved by the County.
10. Should the County determine that it is in its best interest to do so; this bid may result in a contract with two (2) providers. Assignment of work would be done by the Water & Sewer Department designee.
11. If the contract requires the vendor to provide transportation, the contractor will be responsible for the loaded product once departed from the Okaloosa County Water & Sewer Plant.
12. If the contract requires County to provide transportation, and the contractor provides a disposal site, site can be no further than one hundred (100) miles from source facility (APWRF, 250 Roberts Rd., Ft. Walton Beach, FL 32547).

TERM –The contract will be for three (3) years with the option for two (2) one (1) year renewals.

PAYMENT – The contractor shall be paid upon, receipt of goods and submission of invoice, through the requesting department to the Okaloosa County Board of County Commissioners, Finance Office, 302 N Wilson St, Suite #203, Crestview, FL 32536 for the prices stipulated herein for articles delivered and accepted. All invoices must show the County contract number. The invoices should also be sent to Darren Alford, 250 Robert Rd., Ft. Walton Beach, FL 32547

INFORMATION – Questions about this ITB should be directed to DeRita Mason, Purchasing Department, dmason@co.okaloosa.fl.us. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of bids.

PROCUREMENT CHALLENGE - Any competitive procurement award recommendation may be challenged on the grounds of material irregularities in the procurement procedure, or material irregularities in the evaluation of the response. To initiate a challenge, the vendor must follow the procedures outlined within the Okaloosa County Purchasing Manual as adopted by the Okaloosa County Board of County Commissioners.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

BOND REQUIREMENTS

The vendor will be required to provide bid bond in the amount of five (5) percent of the total bid project.

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.

All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Commercial General Liability coverage shall include the following:

- 1.) Premises & Operations Liability
- 2.) Bodily Injury and Property Damage Liability
- 3.) Independent Contractors Liability
- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker's Compensation	
1. State	Statutory
2. Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1M each occurrence (A combined single limit)

- | | | |
|----|---|--|
| 3. | Commercial General Liability | \$1M each occurrence
for Bodily Injury & Property Damage
\$1M each occurrence Products and
completed operations |
| 4. | Personal and Advertising Injury | \$1M each occurrence |
| 5. | Transportation Pollution/Accidental Spill | \$1M each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days’ notice if cancellation is for nonpayment of premium).

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).

All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.

In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations> and the Bidnet website at <https://www.bidnetdirect.com/florida>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

INTEGRITY OF BID DOCUMENTS - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

SUBMITTAL OF BID – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

MODIFICATION & WITHDRAWAL OF BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

IDENTICAL TIE BIDS - -- In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.

CONDITIONAL & INCOMPLETE BIDS - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.

PRICING – The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.

ADDITION/DELETION OF ITEM – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.

SPECIFICATION EXCEPTIONS – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

APPLICABLE LAWS & REGULATIONS – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

DISQUALIFICATION OF RESPONDENTS - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.

Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

AWARD OF BID

Okaloosa County Review - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.

The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and

all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**Cone of Silence Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in

cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

AUDIT - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

NON-COLLUSION – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

Title VI Solicitation Notice:

The **Okaloosa County Board of County Commissioners**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Draft Contract

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: May 16, 2018

COMPANY: GreenSouth Solutions, LLC

ADDRESS: PO Box 325

Floral, AL 36442

PHONE NO.: 334-858-2622

SIGNATURE: 

NAME: Cole E. Dunn
(Typed or Printed)

TITLE: Vice President

E-MAIL: cole@greensouthsolutions.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

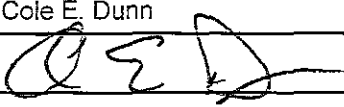
NO X

NAME(S)

POSITION(S)

FIRM NAME: GreenSouth Solutions, LLC

BY (PRINTED): Cole E. Dunn

BY (SIGNATURE): 

TITLE: Vice President

ADDRESS: PO Box 325
Floral, AL 36442

PHONE NO. 334-858-2622

E-MAIL cole@greensouthsolutions.com


DATE 05/15/18

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 05/15/18

SIGNATURE: 

COMPANY: GreenSouth Solutions, LLC

NAME: Cole E. Dunn

ADDRESS: PO Box 325

TITLE: Vice President

Floral, AL 36442

E-MAIL: cole@greensouthsolutions.com

PHONE NO.: 334-858-2622

CONE OF SILENCE CLAUSE


The Board of County Commissioners have established a solicitation silence policy (**Cone of Silence**) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I  representing GreenSouth Solutions, LLC
Signature Company Name

On this 15 day of May 2018 hereby agree to abide by the County's "**Cone of Silence Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: GreenSouth Solutions, LLC

E-Mail: cole@greensouthsolutions.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

GreenSouth Solutions, LLC
Respondent's Company Name


30043 Edwards Rd, Florala, AL 36442
Physical Address

PO Box 325, Florala, AL 36442
Mailing Address

334-858-2622
Phone Number

334-248-3868
Cellular Number

05/15/18
Date


Authorized Signature – Manual

Cole E. Dunn
Authorized Signature – Typed

Vice President
Title

334-858-2722
FAX Number

334-248-3868
After-Hours Number(s)

cole@greensouthsolutions.com
Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

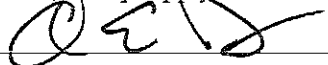
If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, GreenSouth Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

Cole E. Dunn, Vice President Name and Title of Contractor's Authorized Official

05/15/18 Date

COMPANY DATA

Respondent's Company Name:	<u>GreenSouth Solutions, LLC</u>
Physical Address & Phone #:	<u>30043 Edwards Rd</u>
	<u>Floral, AL 36442</u>
	<u>334-858-2622</u>
	<u> </u>
	<u> </u>
Contact Person (Typed-Printed):	<u>Cole E. Dunn</u>
Phone #:	<u>334-858-2622</u>
Cell #:	<u>334-248-3868</u>
Federal ID or SS #:	<u>27-5141163</u>
DUNNS #:	<u>012738065</u>
Respondent's License #:	<u>CUC1225721, CBC1260594</u>
Fax #:	<u>334-858-2722</u>
Emergency #'s After Hours, Weekends & Holidays:	<u>334-248-3868</u>
Email Address:	<u>cole@greensouthsolutions.com</u>

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: GreenSouth Solutions, LLC

Entity Address: 30043 Edwards Rd, Florala, AL 36442

Duns Number: 012738065

CAGE Code: 7ALV2

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not **colluded with any other bidder or parties to bid whatever.**
Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

GreenSouth Solutions, LLC

Bidder's Company Name

30043 Edwards Rd, Florala, AL 36442

Address

Address

334-858-2622

Phone #

27-5141163

Federal ID # or SS #



Authorized Signature – Manual

Cole E. Dunn

Authorized Signature – Typed

Vice President

Title

334-858-2722

Fax #

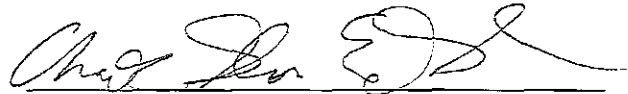
Date Submitted: May 16, 2018

RESOLUTION OF THE MEMBERS OF GREENSOUTH SOLUTIONS, LLC
AUTHORIZING COLE E. DUNN SIGNING AUTHORITY

WHEREAS the Members of Greensouth Solutions, LLC, an Alabama Limited Liability Company, has this day met and approved after motion of said Members in accordance with state law and the operating agreement thereof, that:

Cole E. Dunn, as Vice President of Greensouth Solutions, LLC, an Alabama Limited Liability Company is fully authorized to sign, execute and contractually bind GreenSouth Solutions, LLC, as set forth in its Bylaws.

IN WITNESS WHEREOF we have executed our name as Directors and hereunto affixed our signature of the above-named Corporation this 15th day of May, 2018.



Charles Shon Edwards, President

GreenSouth Solutions, LLC
Formed in Alabama
30043 Edwards Road
Floralda, AL 36442



Cole E. Dunn, Vice President

GreenSouth Solutions, LLC
Formed in Alabama
30043 Edwards Road
Floralda, AL 36442

ADDENDUM ACKNOWLEDGEMENT

ITB WS 38-18

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
1	May 8, 2018

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

ADDENDUM I

ITB WS 38-18

WATER & SEWER BIOSOLIDS REMOVAL & TRANSPORTATION

This addendum is being issued to correct an error under the Bidding Requirements portion of the bid package:

A bid bond will not be required for this ITB.

BID SHEET

BID #: ITB WS 38-18

BID ITEM: WATER & SEWER BIOSOLIDS REMOVAL & TRANSPORTATION

1. PRICE PER CUBIC YARD TO INCLUDE ALL TRANSPORTATION/PICKUP
& DISPOSAL COSTS \$26.00

2. PRICE PER CUBIC YARD WITHOUT TRANSPORTATION COSTS
(DISPOSAL ONLY & SITE LOCATED IN FLORIDA) \$6.88

DISPOSAL SITE ADDRESS (please provide) 30043 Edwards Road, Florala, AL 36442

PRICE PER CUBIC YARD WITHOUT TRANSPORTATION COSTS
(DISPOSAL ONLY & SITE LOCATED IN ALABAMA) \$6.88

DISPOSAL SITE ADDRESS (please provide) 1071 Bell Road, Defuniak Springs, FL 32433
FLA814016

Note: It is not necessary to submit a bid on all two (2) line items. The County reserves the right to perform a financial analysis on all line items of all bids and take into consideration distance to the disposal site (in which County expenses/resources would be incurred by transporting biosolids), in order to award the bid to the contractor(s) which produce the overall lowest expenses to the County.

Remarks:

Date Submitted: May 16, 2018

DeRita Mason

From: DeRita Mason
Sent: Friday, May 25, 2018 10:26 AM
To: 'Cole Dunn'
Subject: Intent to Award
Attachments: GREENSOUTH.pdf

Please see attached intent to award. We will reach out to you next week to begin the contract process.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."



Board of County Commissioners Purchasing Department

State of Florida

Date: May 25, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB WS 38-18
Water & Sewer Biosolids Removal & Transportation

The Water and Sewer Department would like to thank all businesses which submitted responses to:
Water & Sewer Biosolids Removal & Transportation (ITB WS 38-18)

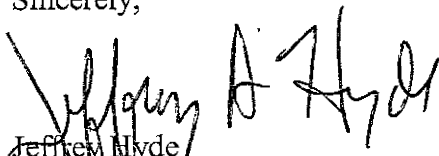
After in-depth examination of all submittals in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

GreenSouth Solutions, LLC
P.O. Box 325
Floral, AL 36442

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,


Jeffrey Hyde
Purchasing Manager

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

ALERT: You must submit a [notarized letter](#) appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Read our [FAQs](#) to learn more about this process change.

Search Results

Current Search Terms: greensouth* solutions*

Your search for "greensouth* solutions*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Greensouth Solutions, LLC	Status: Active
DUNS: 012738065	CAGE Code: 7ALV2	<input type="button" value="View Details"/>
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 08/31/2018	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		



- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

IBM v1.P.13.20180427-1347
WWW4

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

DeRita Mason

From: Jeff Littrell
Sent: Monday, May 21, 2018 3:06 PM
To: DeRita Mason
Cc: Jeffrey Hyde; Mark Wise; Gerard Menze; Darren L. Alford
Subject: FW: Bid Tabs WS 38-18 from Opening 051618
Attachments: 38-18 bid tab.pdf

Good Afternoon DeRita,

Recommend awarding Bid 38-18, Water & Sewer Biosolids Removal & Transportation to Greensouth Solutions LLC, they being the lowest responsive and responsible bidder. In fact Greensouth was the only bidder. They have been under contract with us for several years and we are completely satisfied with their price and performance during that time.

Please let me know if you have any questions or need anything else from us. We are still reviewing the bid tabs for Laboratory Services for Water and Wastewater(WS 34-18). We will get you our recommendation on that one in the near future.

Jeff Littrell, Director
Okaloosa County Water & Sewer System
1804 Lewis Turner Blvd, Suite 300
Ft. Walton Beach, FL 32541
850-651-7172
jlittrell@myokaloosa.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Darren L. Alford
Sent: Monday, May 21, 2018 12:27 PM
To: Jeff Littrell <jlittrell@myokaloosa.com>
Cc: Mark Wise <mwise@myokaloosa.com>
Subject: FW: Bid Tabs from Opening 051618

Jeff,

Below is my suggested selections for the Intent to Award from the attached bid tabs for the bio-solids transportation contract and Lab services contract.

38-18 bid tab – Bio-solids transportation contract This is a no brainer. Besides GreenSouth being the only bidder, we most certainly want to retain their services and provide them with an Intent to Award.

34-18 bid tab – Lab services contract We have four prospective bidders for this contract. Test America(TA) came in as the second lowest bidder.

TA has been our contract lab for many years. They are familiar with our sampling and analysis protocols. They maintain historical data on all the County's analysis which is important when searching for trends related to water and wastewater quality and reporting. From this long term service provided by TA, our lab, water and wastewater operations have developed a trustworthy and firm working relationship. The majority of our outside lab services go toward

SUNGARD PENTAMATION, INC.
 DATE: 05/01/2018
 TIME: 07:37:23

OKALOOSA COUNTY BOCC
 EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
 EXPSTALL

SELECTION CRITERIA: orgn,fund='411'
 ACCOUNTING PERIOD: 7/18

SORTED BY: FUND,DEPARTMENT TOTL,DEPARTMENT,ACCOUNT
 TOTALED ON: FUND,DEPARTMENT TOTL,DEPARTMENT
 PAGE BREAKS ON: FUND,DEPARTMENT TOTL

FUND-411 WATER & SEWER ENTERPRISE
 DEPARTMENT TOTL-4101 WATER & SEWER-OPERATING.
 DEPARTMENT-4101 WATER & SEWER-OPERATING

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
512010	SALARIES/WAGES-FULL-TIME	5,596,141.00	410,683.17	.00	2,917,785.59	2,678,355.41	52.14
512020	SALARIES/WAGES-PART-TIME	38,999.00	.00	.00	3,348.99	35,650.01	8.59
514010	OVERTIME	400,000.00	39,084.74	.00	283,105.86	116,894.14	70.78
521000	FICA TAXES	461,688.00	31,890.04	.00	228,916.72	232,771.28	49.58
522000	RETIREMENT CONTRIBUTIONS	481,992.00	38,653.11	.00	272,957.09	209,034.91	56.63
523000	LIFE & HEALTH INSURANCE	1,294,562.00	96,729.12	.00	678,096.22	616,465.78	52.38
524000	WORKERS' COMPENSATION	183,085.00	15,257.00	.00	106,799.00	76,286.00	58.33
525000	UNEMPLOYMENT COMPENSATIO	10,000.00	.00	.00	3,025.00	6,975.00	30.25
531002	PS-OTHER ATTORNEY SVCS	25,000.00	.00	.00	.00	25,000.00	.00
531012	PS-APPRAISAL	2,000.00	.00	.00	.00	2,000.00	.00
531013	PS-PERMITTING	24,000.00	2,000.00	.00	13,500.00	10,500.00	56.25
531300	PS-HEALTH EXAMS	1,000.00	.00	.00	690.35	309.65	69.04
531900	PS-OTHER	300,000.00	.00	.00	43,438.05	256,561.95	14.48
532001	ACCOUNTING & AUDITING	80,000.00	.00	.00	28,450.00	51,550.00	35.36
534001	CS-GENERAL FUND ADMIN	1,626,348.00	135,529.00	.00	948,703.00	677,645.00	58.33
534105	CS-AREA PHOTO MAPPING	125,000.00	6,015.00	.00	17,982.50	107,017.50	14.39
534125	CS-TELEVISION	1,500.00	181.92	.00	1,066.92	433.08	71.13
534300	CS-COLLECTION AGENCY	27,000.00	2,271.05	.00	11,024.21	15,975.79	40.83
534306	CS-WATER & SEWER BILLING	175,000.00	15,804.90	.00	78,107.36	96,892.64	44.63
534307	CS-UTILITY LOCATIONS	500,000.00	36,919.50	.00	171,957.65	328,042.35	34.39
534404	CS-REGIONAL SEWER SYSTEM	800,000.00	64,493.61	.00	331,899.28	468,100.72	41.49
534405	CS-BIO-SOLIDSREMOVAL	80,000.00	7,875.00	.00	40,218.75	39,781.25	50.27
534500	CS-PERSONNEL	40,000.00	4,927.89	.00	26,266.83	13,733.17	65.67
534550	CS-UNIFORMS	30,000.00	1,395.47	.00	10,326.98	19,673.02	34.42
534900	CS-OTHER	30,000.00	.00	.00	5,945.00	24,055.00	19.82
540001	TRAVEL IN-COUNTY	200.00	.00	.00	.00	200.00	.00
540002	TRAVEL OUT-OF-COUNTY	3,000.00	.00	.00	529.98	2,470.02	17.67
540005	TRAVEL LODGING EXPENSES	6,000.00	.00	.00	2,847.82	3,152.18	47.46
541010	COMMUNICATIONS SERVICE	60,000.00	2,112.60	.00	21,995.97	38,004.03	36.66
541011	CELLULAR PHONES/PAGERS	50,000.00	5,241.15	.00	24,359.94	25,640.06	48.72
542001	POSTAGE/FREIGHT CHARGES	5,000.00	.00	.00	1,340.19	3,659.81	26.80
543002	UTILITIES-WATER SYSTEMS	450,000.00	34,870.72	.00	234,130.12	215,869.88	52.03
543004	UTILITIES-GARBAGE	40,000.00	2,671.17	.00	16,640.03	21,359.97	46.60
543012	UTILITIES-SEWER SYSTEMS	900,000.00	46,761.67	.00	354,290.92	545,709.08	39.37
543022	UTILITIES-LIFT STATION	525,000.00	38,473.03	.00	255,657.11	269,342.89	48.70
543025	UTILITIES-W&S BUILDING	170,000.00	10,102.04	.00	70,015.06	99,984.94	41.19
543991	UTILITIES-C & D DEBRIS	20,000.00	1,510.62	.00	11,128.93	8,871.07	55.64
544611	R/L-EGLIN LEASE	396,173.00	.00	.00	396,173.19	-.19	100.00
544640	R/L-EQUIPMENT	1,000.00	.00	.00	8,023.35	-7,023.35	802.34
544644	R/L-FLEET VEHICLES	10,000.00	.00	.00	2,220.00	7,780.00	22.20
545990	INSURANCE-OTHER	410,003.00	34,167.00	.00	239,169.00	170,834.00	58.33
546002	RM-WATER SYSTEMS	200,000.00	12,702.45	12,586.37	85,741.47	101,672.16	49.16
546005	RM-W&S EQUIPMENT	60,000.00	4,290.08	.00	16,103.95	43,896.05	26.84
546010	RM-S.C.A.D.A.	20,000.00	.00	.00	20,917.98	-917.98	104.59
546012	RM-W&S SEWER SYSTEMS	250,000.00	1,904.15	5,500.00	30,928.17	213,571.83	14.57
546022	RM-W&S LIFT STATTONS	375,000.00	19,794.64	.00	146,781.51	228,218.49	39.14